

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00174-02-Q-0152	
6. SOLICITATION ISSUE DATE 03-Sep-2002		7. FOR SOLICITATION INFORMATION CALL		a. NAME Georgia A Warder		b. TELEPHONE NUMBER (No Collect Calls) 301/744-6679	
8. OFFER DUE DATE/LOCAL TIME 13-Sep-2002 00:00		9. ISSUED BY NAVSEA INDIAN HEAD Attn: Georgia Warder 101 Strauss Ave  INDIAN HEAD, MD 20640-5035  TEL: 301/744-6679 FAX: 301/744-6632		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7382 SIZE STANDARD: 750		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13 a. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> UNDER DPAS (15 CFR 700) 13 b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO CODE  <b>SEE SCHEDULE</b>		16. ADMINISTERED BY CODE  <b>SEE ITEM 9</b>			
17 a. CONTRACTOR/ OFFEROR CODE  FACILITY CODE  TELEPHONE NO.		18 a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED - YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
35. AMOUNT VERIFIED CORRECT FOR							
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT							
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lot		

Access Control System  
FFP – In accordance with the attached statement of work. The ACS is to include all necessary hardware, software, firmware, communication capabilities and ancillary equipment and services to electronically secure and monitor doors. Smart cards must be supplied by the successful bidder. Cards must/will be HID Proximity and MIFARE Cards (HID Format 10302 Model 1386. A 37-bit format with no facility code). The Proximity portion will be a 37-bit format. Along with the MIFARE contact-less smart chip; these cards MUST also include a contact-base smart chip for use with 3rd party middle-ware for logical Windows 2000/XP-network access. All physical access control system equipment and hardware must be compatible with this card format. NDIC floors and offices are located in two buildings. One building is located in Johnstown Pa and one is located in Tyson Corner VA.

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**STATEMENT OF WORK (SOW)  
NATIONAL DRUG INTELLIGENCE CENTER  
JOHNSTOWN, PENNSYLVANIA and TYSON'S CORNER, VIRGINIA**

**PART 1  
OPERATING ENVIRONMENT**

**1.1 Location:**

The National Drug Intelligence Center (NDIC) is an independent component of the U.S. Department of Justice (DOJ). Under the direction of the U.S. Attorney General and in accordance with the provisions of the General Counter drug Intelligence Plan (GCIP), NDIC's mission is to:

- Support decision makers with timely strategic intelligence assessments focusing on the production, trafficking, and abuse official drugs affecting the United States and its territories.
- Provide real-time intelligence support to national impact investigations.
- Provide intelligence training and technical expertise to the counter drug law enforcement, intelligence and public health communities

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- Facilitate strategic drug information sharing throughout the counter drug law enforcement, intelligence, and public health communities.

1.2 **Background:**

Given NDIC's multi-faceted mission and unique organizational structure, the center requires a comprehensive Access Control System (ACS) that will create access to its personnel on a wide range of levels.

Specifically, the ACS must contain policies and procedures that regulate and standardize business rules for operations that apply to NDIC personnel.

## PART 2 PROCUREMENT SPECIFICATIONS

2.1 **General Requirements:**

The successful bidder to this SOW shall provide a turnkey electronic door lock system with door locks and releases, proximity card readers, Biometric fingerprint readers, 1000 smart cards (card format stated above), administration and monitoring capabilities and ancillary security systems to monitor key sites as indicated herein within the NDIC Johnstown and Tyson's Corner offices. The successful bidder will also include a photo id component, including a digital camera, badge printer, and any other software and/or hardware necessary to integrate the photo id component with the ACS; including fingerprint enrollment hardware. The successful bidder will assist the Office of Security and Classified Programs during the life of this contract to continually improve the capabilities of this system in the OS&CP task to provide a secure environment within the NDIC.

2.2 **Scope of Work:**

The NDIC has identified 51 (fifty-one) locations for Proximity Readers, and 9 (nine) locations for Biometric Fingerprint Readers, including the WLO office and third (3<sup>rd</sup>) floor build out; to include installing (where required) electronic door locks, proximity card readers, biometric fingerprint readers and door status monitors. Additionally, four (4) locations have been identified for computer terminals:

- a. IDF#3 or Command Center, server system for ACS.
- b. Command Center, guard force will have access at user level.
- c. Photo ID Room, to photograph and fingerprint new employees.
- d. Security Office, view photo images and administrative functions.
- e. A fifth (5<sup>th</sup>) computer may be necessary at the WLO facility unless the ACS allows for dialup access between locations (which currently exists).

The successful bidder to this project shall provide and install all hardware, software, firmware and communications capabilities as necessary to make the system fully functional. ACS must be compatible with and the provided computers must use Windows 2000 and/or Windows XP operating systems. This will be an open-end contract and the successful bidder shall install sites based on direction of the NDIC considering the availability of funding, personnel resources and other factors. The existing panels will be replaced at the Johnstown and WLO facilities, but the existing wiring will be utilized where applicable. With the direction of the Office of Security and Classified Programs (OS&CP), the successful bidder shall adequately train the Security staff, Technical Service personnel and General Service Unit personnel on the operation of the equipment as further specified herein.

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## 2.2.1 Administration Point

### 2.2.1 (a) External Door Lock

Administration of the External Door lock system will be maintained by the Office of Security and Classified Programs. The activity will take place within the Command Center and Security Office of the NDIC Johnstown, Pennsylvania location.

The successful bidder will provide all hardware, software, firmware, etc to create a central administration center that will allow Division staff to administer the proximity card and door card reader databases for both sites, 56 (fifty-six) Proximity readers, 11 (eleven) Biometric fingerprint readers and cards. The Command Center and Photo ID area will be initially installed allowing relevant data bases and the issuance of individual cards for the unlocking of all external doors as specified with both generic and tailored profiles for individual card holders.

### 2.2.1 (b) Internal Door Lock

As a part of this contract, the procurement unit will be able to procure hardware, software, and firmware and communication capabilities, to secure individual doorways within their allocated space within both NDIC locations. The successful bidder will provide all hardware, software, firmware, etc to create a distributed administration that will allow OS&CP to augment the proximity card profiles for their employees allowing access to specific internal doors under the OS&CP control. The OS&CP and Technical Support Branch will create the master database and initial profile.

## 2.2.2 Monitoring Point

### 2.2.2 (a) Central Command Center

Monitoring of the total system and alarm status will be managed by the by OS&CP at the Johnstown, Pennsylvania location, within the NDIC's Command Center location on the fifth (5<sup>th</sup>) floor seven (7) days a week twenty-four (24) hours a day.

The successful bidder will provide all hardware, software, monitors, etc to create a command center that will allow Division staff to monitor and record both sites simultaneously. The command center will be installed allowing for the remote monitoring of door status of all External and any Internal doors that the OS&CP may add to the total system.

### 2.2.2 (b) OS&CP Unit Specific

Monitoring of interior doorways within NDIC may be a desired task of the OS&CP that elect for interior door card reader units.

The successful bidder will provide all hardware, software, monitors, communications connection, etc to create a monitoring unit within the NDIC security office that will allow OS&CP unit staff to monitor their interior doors through a connection back to the central administration point. As a component in response to this SOW, the successful bidder will provide a price list of all components necessary to provide electronic unlock, monitoring, re-lock and administration at this location. This will include but not be limited to all hardware, software, firmware and installation services.

## 2.2.3 Communications

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All sites will be monitored from the Command Center fifth (5th) floor of Johnstown, Pennsylvania location. The Successful bidder must provide for all communications capabilities from each individual site back to the Command Center, Photo ID room, and Security Office as that specific site is installed. WLO's ACS will be connected to Johnstown's ACS via an existing dialup connection if feasible. It is the responsibility of the successful bidder to propose a total communications system and to install and maintain any connections that may be necessary in addition to the existing backbone. It is the responsibility of the successful bidder to integrate into the ACS if the ACS is part of the solution. The successful bidder will provide a schematic of all communications connections used in their solution, identifying graphics in the event of alarms.

#### **2.2.4 Installation**

The successful bidder must have the Command Center and Photo ID center and Security Office installed and ready to be operational 30 business days after receipt of order. The bidders will indicate for each individual site within the complex the number of days required to install the equipment and make it communications ready back to the central administration and command center.

The successful bidder will have sites connected and operational back to the central administration and command center within the number of specified days on each schedule. Sites may be installed simultaneously as directed by the OS&CP.

##### **2.2.4.1 Installation Acceptance**

The OS&CP (or his designee) shall deem a site accepted and part of the system following a fully operational period of seven (7) consecutive days. This acceptance shall be submitted in writing to the project manager. The Procurement Office shall then process payment to the vendor for invoiced services related to the site.

#### **2.2.5 Installation - Labor**

The successful bidder to this project shall provide all labor necessary to install the bid system. The bidder will coordinate all installation activities with the OS&CP to insure compliance with any rules, regulations, policies and procedures for doing installation work in the complex. The Successful bidder will coordinate all activities with the OS&CP to minimize any work disruption of the NDIC workforce and persons conducting business.

#### **2.2.6 Training**

The successful bidder must provide a training plan for both the NDIC guard force staff and Security and Technical staff in the administration and operation of the system. The training plan shall provide for an initial training plan and follow up training on a periodic basis over the life of the contract to accommodate staff changes, etc. The successful bidder shall provide appropriate manufacturer user's guides, administration guides, brochures, and any other support documentation; including all operating system and software media.

#### **2.2.7 Equipment Schedules**

Each bidder shall complete in its entirety each Equipment Schedule listing each component to be installed site by site, individual cost per component, cost of installation, cost of annual maintenance and the cost to upgrade an individual monitoring device to a card access device. Each bidder shall indicate the number of days necessary to install each site and make it communicate back to the command center.

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### **2.2.8 Maintenance**

The successful bidder will provide a comprehensive maintenance plan for the system including the central administration command center, individual sites and the communications system. This process will include the use of in-house NDIC employees from the Technical Service Branch and General Service Branch for training and installation of hardware and software. Bidders will propose a preventive maintenance plan for the system that will minimize operational down time.

At the end of the initial warranty period, the successful bidder will bill the NDIC annually for maintenance. This annual maintenance must include both telephone technical assistance and allow for on-site repair visits as needed.

### **2.2.9 Maintenance Response Times**

The successful bidder will respond to trouble reports with system operation and functionality based on the critical nature of the problem (See below, sections 2.2.91 through 2.2.94). Telephonic technical assistance must be available 24x7x365.

#### **2.2.9.1 Major System Failure**

Major system failures will include loss of unlock, entry, re-lock or monitoring capability at multiple sites or loss of the central administration point or command center. The vendor will respond to a major system failure telephonically within 30 minutes of report of the incident. The vendor will send a technician on-site, if necessary, within 4 hours.

#### **2.2.9.2 Site Failure**

Site failures will include loss of unlock, entry, re-lock or monitoring capability at a single site. The vendor will respond to a site failure with a call back within 30 minutes of report of the incident. The vendor will send a technician on-site, if necessary, within four (4) hours.

#### **2.2.9.3 Doorway Failure**

Doorway failures will include loss of unlock, entry, re-lock or monitoring capability at a single entry point that is monitored. The vendor will respond to a site failure with a call back within two (2) hours of report of the incident. The vendor will send a technician on-site, if necessary, next day of report of incident.

#### **2.2.9.4 Photo ID Failure**

Photo ID failures will include loss of any photo id component functionality – taking pictures, creating/editing/viewing ids, printing ids, or enrolling fingerprints. The vendor will respond to a photo id component failure with a call back within two (2) business hours of report of incident. The vendor will send a technician on-site, if necessary, next business day of report of incident.

### **2.2.11 Warranty**

The successful bidder will offer a one (1) year warranty on the system from the date of installation acceptance. Warranty shall include all parts, labor and communications capability. For purposes of this contract the date of installation will be site specific based on the schedules ordered.

### **2.2.12 References**

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The successful bidder shall provide customer references for the last three (3) Card Access systems that the firm has installed. All three (3) references shall be in a 250 mile radius of Johnstown, Pennsylvania. Reference information shall include the name of the firm, mailing address, physical address, contact person and contact phone number.

#### **2.2.13 Employee Certifications**

The successful bidder shall provide appropriate certification documents to validate that employees assigned to design, install and maintain the system are manufacturer trained, certified and otherwise qualified to perform assigned duties pertinent to the operation of this system. Personnel skilled in their respective trades shall perform all labor in the best and most workmen like manner. The standards of work required shall be such as will bring first class results. Personnel whose work or personal conduct are unsatisfactory to the NDIC or considered to be unskilled or otherwise objectionable shall be instantly dismissed from the work upon notice from NDIC.

The successful bidder will keep on the work site at all times installation is being performed, a General Superintendent satisfactory to NDIC. The Superintendent shall not be replaced without the consent of NDIC except under extraordinary circumstances. The Superintendent shall be the successful bidder's representative and shall have the authority to act on the behalf of the successful bidder.

#### **2.2.15 Contract Documents**

Should any discrepancy appear in Specifications, such discrepancy shall be called to the attention of NDIC for adjustment or decision prior to the submission of bids.

#### **2.2.16 Damage to Property**

In case any direct or indirect injury is done to existing buildings, or to public or private property of any kind or to any materials or fixtures, by or because of the work in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor at his own cost and expense, shall restore such structure's property or materials to a condition equal or similar to that existing before such damage or injury was done, by repairing, rebuilding or replacing such material.

#### **2.2.17 Use of Premises**

The successful bidder shall have limited use of the occupied project work areas. He shall use caution in his operations so as not to cause damage to adjacent property owners or to existing installations of NDIC. The successful bidder shall make good any damage to any damaged property.

#### **2.2.18 Measurements**

Before ordering or supplying any material or doing any work, the successful bidder shall take all necessary measurements at the sites and shall be responsible for the correctness of the same. Any differences, which may be found, shall be submitted to the owner for decision before proceeding with the work. No extra charge or compensation will be allowed on the account of differences between actual dimensions and dimensions indicated on the drawings unless such differences have been reported to NDIC as required above.

#### **2.3 Specific Requirements**

The successful bidder to this SOW shall provide a turnkey electronic door lock system with door locks and releases, Proximity and Biometric fingerprint readers, 1000 smart cards (format re-stated below), photo ID

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station including printer, digital camera, and fingerprint enrollment hardware. Administration and monitoring capabilities and ancillary security systems to monitor key sites as indicated herein within the Johnstown, Pennsylvania and WLO site. Please note that all readers and all accompanying hardware must be compatible with bidder supplied HID Proximity and MIFARE Cards (HID Format 10302 Model 1386, a 37 bit format with no facility code). The Proximity portion will be a 37-bit format, and along with the MIFARE contact-less smart chip, these cards must also include a contact-based smart chip for use with 3<sup>rd</sup> party middle-ware for logical Windows 2000/XP network access. Component specific requirements are as follows:

**2.3.A. Security** Contractor personnel assigned to the project are required to hold a security clearance of SECRET or above. The contractor shall provide personal data for background checks prior to entering NDIC facilities (Clearance Verification). Further, all policies, memos, forms, information, and reports created as a result of this project shall be safeguarded and protected from any unauthorized disclosure. Contractor personnel who do not possess a security clearance of TOP SECRET will be in escort status while in NDIC space as determined by the OS&CP. Contractor personnel who do not possess a security clearance will agree to the personnel security requirements established by NDIC through DOJ guidance during a build out phase. Escort procedures will be strictly adhered to.

- SF 85P form will be completely filled out and reviewed by security personnel.
- FD 258 fingerprint check
- NDIC background information form
- Privacy Act form
- DOJ 555, reference to permission to NDIC to perform a credit check.
- NDIC reserves the right to deny access to unqualified employees.

### **2.3.1 Description of Work**

**2.3.1.A. Electronic Card-Operated Access Control and Alarm Monitoring System and Biometric fingerprint readers at specific locations. The successful bidder shall:**

1. Provide a two technology (Proximity/MIFARE and Biometric) card-operated Access Control System at each site as described with 1000 smart cards (format stated in subpart n below).
  - a. At the NDIC Johnstown facility, the ACS main system (server computer) shall be installed as a separate rack-mounted server in the IDF # 3 area if feasible, using the existing Dell 7' rack in place, and a connection to the Command Center. If not feasible, then this system shall be a separate non-rack-mounted server located in the Command Center Room. This server must run Windows 2000 Server Operating System.
  - b. One system Central Monitoring and Control Station shall be installed in the Command Center Room. This system shall be a non-rack-mounted workstation in the Command Center Room; connected to server listed above. This workstation must run either Windows 2000 Professional or Windows XP Professional operating system.

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- c. One system shall be installed in the Security Office. This system shall be a non-rack-mounted work station; connected to server listed above. This system must run Windows 2000 Professional or Windows XP Professional Operating system.
  - d. One Photo ID component system (computer, printer, digital camera, and fingerprint enrollment hardware with supply of 1000 smart cards with stated format) shall be installed in the Photo ID room. This system shall be a non-rack-mounted workstation and run either Windows 2000 Professional or Windows XP Professional Operating System.
  - e. If the existing dialup connection to the ACS components at the WLO cannot be utilized, then a fifth (5<sup>th</sup>) computer system will be installed at the WLO as a non-rack-mounted workstation. This system must also run either Windows 2000 Professional or Windows XP Operating System. If the existing dialup connection to the ACS components at the WLO can be utilized, then a fifth (5<sup>th</sup>) computer will not be necessary.
  - f. Electrical Conduit and Cable shall be installed by this successful bidder. Where applicable, in-house personnel will install such.
  - g. May utilize a qualified lock Sub-Contractor under contract to install electric door locks (NDIC in house personnel will be used when/where applicable).
  - h. Use existing hardware/equipment as possible, including cabling, door locks, control panels, etc.
  - i. The latest revision System Software shall be provided at no extra cost throughout the warranty period.
  - j. Assistance shall be provided to NDIC in developing the cardholder database, all NDIC badge templates, and the system programming for three hundred and fifty (350) employees.
  - k. The Successful bidder shall establish system programming for all access points and all monitored points, and establish full and complete operation of the system.
  - l. Assistance shall be provided to the Agency in producing the first one hundred (100) Access cards and ensuring that the cards work properly in the Access Control System and are of acceptable quality to the Agency.
  - m. Department of Justice (DOJ) requirement for card access to computer system, proximity readers, building entrance and establish site code specific to NDIC according to DCID 1/21.
  - n. All hardware must be compatible with HID Proximity/MIFARE Smart Cards (HID Format 10302 Model 1386, a 37 bit format with no facility code). The Proximity portion will be a 37-bit format. Along with the MIFARE contact-less smart chip, these cards must also include a contact-based smart chip for use with 3<sup>rd</sup> party middle-ware for logical Windows 2000/XP network access.
2. Provide the supplemental engineering, installation, supervision, training, labor, calibration, software programming, and checkout necessary for a complete and fully operational system.
  3. Establish a Door Lock Control Sub-system (including new ACS panels) at each site to operate as follows:

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- a. Connect electric locks on doors, as provided and installed under this contract, to the Access Control System, to serve as the controllable door lock for the doors. The controlled access door shall remain unlocked for a time period of up to ten (10) seconds after presentation of an authorized access control card but shall immediately re-lock when the door is closed. Individually coded unlock times, allowing a longer unlock time period, will be available for individuals requesting/requiring such for personal or health reasons. This will be a function of software.
  - b. Supply and install latch bolt status monitor switches, on the doors, and interconnect to the Access Control System to allow monitoring of the lock status. Monitor Switches for all doors will not be necessary. We need to know if a door is locked or unlocked. We do need to have an alarm initiating from these doors if they are ajar, propped open, etc. The system shall allow the reporting of a door open or ajar condition and recording on a system printer. During designated time periods, the system shall activate an audible alarm device at the system-monitoring terminal. (Command center)
  - c. Magnetic sensors exist on identified doors, giving a "door ajar" alarm when certain NDIC specified parameters are met or exceeded. These existing alarms will remain integrated into new system. If required new alarms will be installed in the third floor build out.
4. Establish the Alarm Monitoring and Door Lock Sub-system at each site to operate as follows:
    - a. Set-up the electric locking devices on designated doors to respond to an authorized access card being presented to a card reader or an automatic programmed schedule, as follows:
      - i. If the monitored door is not closed and latched within a pre-determined time after it has been opened, a door ajar alarm condition shall be initiated.
      - ii. The door ajar alarm condition shall reset automatically when the door is closed and the lock properly engaged.
  5. Establish Proximity/Biometric Smart Card Making function at Photo ID station, OS&CP.
    - a. Include all hardware and software necessary for operation and integration with the Multi-Site Security System.
    - b. Assist the Agency in developing a database for the Proximity card subsystem and Biometric fingerprint readers where necessary. This shall also include setting up of photo templates and the process by which employee biometrics will be enrolled onto each smart card. The Successful bidder shall assist NDIC in entering the database for the initial 100 employees. Assist the Agency in producing 100 Access Control Cards and biometric fingerprints to ensure that the Access Control Cards and biometric technology work properly in the Access Control System and are of acceptable quality to the Agency.
    - c. A complete record of all database changes shall be logged into the host system.

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**2.3.1.B. Cable**

1. Supply and install all site cabling between security equipment and new system panels including but not limited to: control, signal transmission and voice communication cable. Cable associated directly with NDIC network shall be the responsibility of NDIC. (Where applicable, existing wiring between ACS panels will be utilized).
2. Cable shall be installed as follows:
  - a. Walls constructed of a surface finish over studs or furring strips shall have all cabling protected with flexible metal conduit within the walls.
  - b. Walls constructed of solid masonry shall have all cabling installed within surface mounted raceways.
  - c. Cabling installed above suspended ceilings shall be plenum rated as required and supported to building members at regular intervals by approved NEC methods.
  - d. Existing cabling shall be used as possible to interface with newly installed cable.
3. All cabling shall be of a type and size, and installed as specified and shown in accordance with the manufacturer's recommendations.
4. Cables shall be new, delivered to the site in unbroken packages, and shall be clearly and regularly marked with cable number and manufacturer's name.
5. The cable installation shall be in compliance with the requirements of, and support the intent of the latest accepted issue of OSHA, NEC, UL listing and in compliance with DCID 1/21.

**2.3.1.C Electrical Raceway**

1. Metal Raceway
  - a. Metal raceway shall be provided for all cabling that would otherwise be exposed up to a height of 20' A.F.F. Where the word "conduit" appears herein it shall refer to electrical metallic tubing (EMT). Separate metal raceway shall be run for power and control wiring. Nothing greater than 24V shall be run with the control wiring. All fittings must be of compression type steel.
  - b. Raceways installed on painted or finished surfaces shall be painted by the successful bidder to match the surface finish.
  - c. Junction and pull boxes shall be fabricated from galvanized sheet steel of code gauge thickness and be of ample size to properly accommodate the conductors passing through or contained therein. Boxes shall be of riveted or welded construction and shall be attached with tamper proof screws.
2. Non-Metal Raceway
  - a. Non-metal conduit and boxes shall be installed as specified and shown.
  - b. All connections of non-metal raceway and boxes shall be in compliance with existing standards.
  - c. Open wire raceways in communication closets should be covered upon completion of work.

**2.3.1 D Reference Standards**

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1. Where standards, specifications, or codes are referred-to herein, it shall be understood that such reference is to the issue in effect at the date of the proposal, including all revisions and addenda, if any.
2. The installation shall be in compliance with the latest requirements of OSHA, NEC, and UL listings and the standards of the local and state authorities having jurisdiction. The Successful bidder is responsible for any and all local requirements.
3. Should any change in drawings or specifications are required to coincide with any agency regulations, the successful bidder shall notify the NDIC prior to execution of the work. The work shall be carried out according to the requirements of such code at no additional cost to NDIC.

#### **2.3.1 E Materials**

All materials furnished under this contract shall be determined safe by a nationally recognized testing laboratory such as Underwriters' Laboratories, Inc., or Factory Mutual Engineering Corporation, and all material shall be labeled, certified or listed by such laboratory for the function to which it is being installed.

#### **2.3.1.F Complementary Documents**

Specifications form complementary requirements. Some work may be specified and not shown, and some work may be shown and not specified. Although some work may not be shown or described, it is the successful bidder's responsibility to install a complete system that provides the functions and operations as described herein.

#### **2.3.1 G. Workmanship**

1. All electrical work shall meet or exceed the standards of installation and good workmanship as set forth in the latest copy of the National Electrical Contractors Association Publication entitled "NECA Standards of Installation."
2. The Agency reserves the right to direct the removal of any item which does not comply with the Contract or these specifications, or does not present a neat, orderly and workmanlike appearance.

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### 2.3.2 Quality Assurance

#### A. General

1. The specifications presented herein shall be met or exceeded in their entirety.
2. During all aspects of the installation and operation, the Successful bidder shall provide and utilize only thoroughly trained and experienced personnel who are completely familiar with all requirements for this project and with the manufacturer's installation recommendations on the specified item(s) for the actual fabrication, installation, and testing of the system.
3. The successful bidder is responsible for providing adequate information and guidance to all personnel for which he is responsible to enable a quality installation
4. In acceptance or rejection by the Agency of the installed system, no allowance will be made for lack of skill on the part of the installers.

#### B. Protection of Work

The Successful bidder shall be held responsible for the protection of and the prevention of damage to his work prior to the acceptance of same and shall repair or replace all damaged work at his own expense.

### 2.3.3 Responsibility

The Successful bidder shall ensure that the installation and operation of the systems, as required, are complete in every aspect, including all necessary equipment listed and equipment not listed but required to perform as described completely to the requirements of the Contract Documents.

### 2.3.4 Warranty

- A. All bid offerings shall, as a minimum, provide a standard system warranty, hardware and software maintenance service as described below including all parts and on-site labor, software updates, revisions, telephone assistance, and training for a period of one calendar year (365 days) from the time of Agency acceptance.
- B. The proposed warranty shall be provided, as a minimum, the same standards as stated in Specification 3.2.9. This Specification shall be restated as follows:

#### 2.2.9 Maintenance Response Times

The successful bidder will respond to trouble reports with system operation and functionality based on the critical nature of the problem (See below, sections 3.2.9.1 through 3.2.9.4). Telephonic technical assistance must be available 24x7x365.

##### 2.2.9.1 Major System Failure

Major system failures will include loss of unlock, entry, re-lock or monitoring capability at multiple sites or loss of the central administration point or command center. The vendor will respond to a major system failure telephonically within 30 minutes of report of the incident. The vendor will send a technician on-site, if necessary, within 4 hours.

##### 2.2.9.2 Site Failure

Site failures will include loss of unlock, entry, re-lock or monitoring capability at a single site. The vendor will respond to a site failure with a call back within one (1) hour of report of the incident. The vendor will send a technician on-site, if necessary, within four (4) business hours.

##### 2.2.9.3 Doorway Failure

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Doorway failures will include loss of unlock, entry, re-lock or monitoring capability at a single entry point that is monitored. The vendor will respond to a site failure with a call back within two (2) business hours of report of the incident. The vendor will send a technician on-site, if necessary, next business day of report of incident.

#### **2.2.9.4 Photo ID Failure**

Photo ID failures will include loss of any photo id component functionality – taking pictures, creating/editing/viewing ids, printing ids, or enrolling fingerprints. The vendor will respond to a photo id component failure with a call back within two (2) business hours of report of incident. The vendor will send a technician on-site, if necessary, next business day of report of incident.

- C. The successful bidder shall warranty all work for which materials are furnished, fabricated or field erected by the Successful bidder, all factory-assembled equipment for which no specified manufacturer's warranty is furnished, and all work in connection with installing manufacturer's warranted equipment. This warranty shall apply to defects in materials and to defective workmanship of any kind.
- D. In the event of failure of any work, equipment, or device during the life of the warranty, the successful bidder shall provide labor and materials to repair or replace the equipment or defective work. The Successful bidder shall remove, replace or restore, at no cost to NDIC for either labor or materials, any parts of the structure or building which may be damaged either as a direct result of the defective work, or in the course of the Successful bidder making replacement of the defective work or materials. Work shall be done at a time and in a manner as to cause no undue inconvenience to NDIC. Loaner equipment shall be provided for any equipment not field repairable.
- E. Quarterly preventive maintenance shall be performed during the warranty period, including a system check, component cleaning, adjustments, and necessary repairs.

#### **2.3.5 Maintenance Services**

Required maintenance services for system hardware and software components will be identified and in house personnel will perform required maintenance routinely.

#### **2.4 Project Management Plan**

The contractor shall develop a PMP based on this SOW and discussions with NDIC representatives regarding the scope, manning, and anticipated timeline for the project. The outcome of such discussions shall be documented. The PMP shall include but is not limited to the project objectives, project budgets, manpower estimates, project schedule, and potential risks. The PMP must provide sufficient insight for NDIC management to determine tasking, scope, and budget and resource requirements. Periodic review of and modifications to the plan shall be coordinated between the contractor and NDIC representatives as required. The PMP shall be developed within one week of project commencement.

NDIC will establish a Policy Work Group (PWG) for the purpose of project guidance, addressing issues of concern illuminated in biweekly status reports, conducting a maximum of five periodic reviews over the course of the project, and approving modifications to the PMP. The PWG will be comprised of select NDIC

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stakeholders that represent the interests of NDIC management. An NDIC representative with the authority to resolve differences and approve recommendations will chair this group.

**2.5 Project Status Reports**

The contractor shall submit written biweekly project status reports to the OS&CP beginning two weeks after the award of the contract. These reports shall address activities performed, planned activities, schedules, staffing, proposed modifications, and other issues and concerns. The contractor shall provide project reports by e-mail or in hardcopy.

**2.6 Delivery Requirements:**

The successful bidder will adhere to the following schedule of project deliverables:

General Tasks	Delivery
All ACS computer systems installed and ready to be operational as per SOW Section 2.2.4 and 2.3 and 2.3.1A subpart 1 and its subparts a-n	30 business days ARO
Provide an Individual Site Completion Schedule as per SOW Section 2.2.4	30 business days ARO
Detailed Tasks	Delivery
Establish a Door Lock Control Sub-system at each site as per SOW Section 2.3.1A, subpart 3	60 business days ARO
Establish the Alarm Monitoring and Door Lock Sub-system at each site as per SOW Section 2.3.1.A, subpart 4	60 business days ARO
Establish Proximity/Biometric card making function at Photo ID station as per SOW Section 2.3.1.A, subpart 5	45 business days ARO
Training as per SOW Section 2.2.6	30-45 business days ARO

**Part 3**  
**Equipment Totals and Reader Locations**

**3.1 Equipment Totals**

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Site	Type of New Reader	Reason for New Reader	Quantity
NDIC	Proximity	To replace existing readers	39
NDIC	Proximity	Additional for 3 <sup>rd</sup> Floor Build-out	6
NDIC	Biometric	To replace existing keypads	2
NDIC	Biometric	Additional locales for Biometrics	3
WLO	Proximity	To replace existing readers	6
WLO	Biometric	To replace existing keypads	1
WLO	Biometric	Additional locales for Biometrics	3
NDIC	Proximity	Extra Readers for Spare	5
NDIC	Biometric	Extra Readers for Spare	2
	<b>Total Proximity</b>		<b>56</b>
	<b>Total Biometric</b>		<b>11</b>
NDIC	<b>SMART CARDS</b>	<b>TOTAL</b>	<b>1000</b>

### 3.2 Reader Locations

#### Elevator call readers:

01. Reader #01, Swipe Reader
02. Reader #02, Swipe Reader
03. Reader #03, Swipe Reader
04. Reader #35, Swipe Reader

#### New Readers:

- Reader #01, replaced by Prox Reader  
 Reader #02, replaced by Prox Reader  
 Reader #03, replaced by Prox Reader  
 Reader #35, replaced by Prox Reader

#### Johnstown Existing Readers 5<sup>th</sup> Floor

05. Reader #04, Swipe Reader
06. Reader #07, Swipe Reader \*(AP2)
07. Reader #09, Swipe Reader
08. Reader #10, Swipe Reader
09. Reader #11, Swipe Reader \*(AP2)
10. Reader #12, Swipe Reader
11. Reader #13, Swipe Reader
12. Reader #14, Swipe Reader
13. Reader #17, Swipe Reader
14. Reader #18, Swipe Reader
15. Reader #19, Swipe Reader
16. Reader #21, Swipe Reader

#### New Reader

- Reader #04, replaced by Prox Reader  
**Reader #07, replaced by 2 Prox & Bio Reader**  
 Reader #09, replaced by Prox Reader  
 Reader #10, replaced by Prox Reader  
 Readers #11, replaced by 2 Prox Readers  
**Reader #12, replaced by Prox & Bio Reader**  
**Reader #13, replaced by Prox & Bio Reader**  
 Reader #14, replaced by Prox Reader  
 Reader #17, replaced by Prox Reader  
 Reader #18, replaced by Prox Reader  
 Reader #19, replaced by Prox Reader  
 Reader #21, replaced by Prox Reader

#### Johnstown Existing Readers 4<sup>th</sup> Floor

17. Reader #23, Swipe Reader

#### New Reader

- Reader #23, replaced by Prox Reader

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- |     |                                     |   |
|-----|-------------------------------------|---|
| 18. | Reader #24, Swipe Reader            | Reader #24, replaced by Prox Reader       |
| 19. | Reader #25, Swipe Reader            | Reader #25, replaced by Prox Reader       |
| 20. | Reader #26, Swipe Reader            | Reader #26, replaced by Prox Reader       |
| 21. | Reader #27, Swipe Reader            | Reader #27, replaced by Prox Reader       |
| 22. | Reader #28, Swipe Reader            | Reader #28, replaced by Prox Reader       |
| 23. | Reader #29, Swipe Reader *(AP2)     | Readers #29, replaced by 2 Prox Readers   |
| 24. | Reader #31, Swipe Reader            | Reader #31, replaced by Prox Reader       |
| 25. | Reader #32, Swipe Reader            | Reader #32, replaced by Prox Reader       |
| 26. | Reader #33, Swipe Reader            | Reader #33, replaced by Prox Reader       |
| 27. | Reader #34, Swipe Reader            | Reader #34, replaced by Prox Reader       |
| 28. | Reader #39, Swipe (Rev dr.)         | <b>Reader #39, replaced by Prox</b>       |
| 29. | Reader #40, keypad (Rev dr)         | <b>Reader #39, replaced by Bio Reader</b> |
| 30. | Reader #41, Swipe Reader Ext Rev dr | Reader #41, replaced by Prox Reader       |

**Johnstown Existing Readers 3<sup>rd</sup> Floor**

**New Reader**

- |     |                              |   |
|-----|------------------------------|---|
| 31. | Reader #35, Swipe Reader     | Reader #35, replaced by Prox Reader       |
| 32. | Reader #42, Swipe (Rev dr.)  | <b>Reader #42, replaced by Prox</b>       |
| 33. | Reader #43, keypad (Rev dr.) | <b>Reader #43, replaced by Bio Reader</b> |
| 34. | Reader #44, Swipe Reader     | Reader #44, replaced by Prox Reader       |

**Johnstown Existing Readers in Elevators**

**New Reader**

- |     |                          |                                     |
|-----|--------------------------|-------------------------------------|
| 35. | Reader #36, Swipe Reader | Reader #36, replaced by Prox Reader |
| 36. | Reader #37, Swipe Reader | Reader #37, replaced by Prox Reader |

**Mezzanine**

**New Reader**

- |     |                                 |  |
|-----|---------------------------------|--|
| 37. | Reader #38, Swipe Reader *(AP2) | Reader #38, replaced by 2 Prox Readers |
|-----|---------------------------------|--|

**New Readers 3<sup>rd</sup> Floor Build Out**

- |     |  |                                      |
|-----|--|--------------------------------------|
| 38. | Computer shop, Tech                                  | two (2) readers, two doors going in. |
| 39. | Freight 7, into the mezzanine area off the elevator. | 1 reader                             |
| 40. | Lobby door south in/out                              | 2 readers                            |
| 40. | Conversion, going in.                                |                                      |

**WLO Existing Readers:**

**New Reader**

- |    |                          |   |
|----|--------------------------|---|
| 1. | Reader #75, Swipe/keypad | <b>Reader #75, replaced by Prox &amp; Bio Reader</b>  |
| 2. | Reader #77, Swipe Reader | Replace #77, replaced by Prox Reader                  |
| 3. | Reader #79, Swipe Reader | <b>Replace #79, replaced by Prox &amp; Bio Reader</b> |
| 4. | Reader #81, Swipe Reader | Replace #81, replaced by Prox Reader                  |
| 5. | Reader #83, Swipe Reader | <b>Replace #83, replaced by 2 Prox &amp; 2 Bio</b>    |

**NOTE:** \* (AP2) Indicates that door has in/out reader with anti-passback feature.

**NOTE:** All panels that control above listed readers will be replaced with new.

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CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

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- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

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(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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(End of clause)

Addendum to 52.212-4

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

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(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

#### 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

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\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I to 52.219-5.

\_\_\_ (iii) Alternate II to 52.219-5.

\_X\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

\_X\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_X\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I of 52.219-23.

\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_X\_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (12) 52.222-26, Equal Opportunity (E.O. 11246).

\_X\_ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

\_X\_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

\_X\_ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

\_X\_ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

\_\_\_ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

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\_\_\_\_(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

X\_\_\_\_(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_\_(ii) Alternate I of 52.225-3.

X\_\_\_\_(iii) Alternate II of 52.225-3.

\_\_\_\_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X\_\_\_\_(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_\_(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

X\_\_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X\_\_\_\_(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

X\_\_\_\_(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_\_(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_\_\_\_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

\_\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

\_\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF

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1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:

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(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

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quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

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Addendum to 52.212-1

**Instructions to Offerors**

**THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:**

Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during performance under the purchase order. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

Offerors are required to follow these specific instructions in submitting their information. Failure to do so may result in the offeror's submission being determined unacceptable and ineligible for award. Each offeror's submission shall be screened by the Contracting Officer or a designee upon receipt to insure compliance with the instructions contained in the RFQ. Elimination of an offeror for failure to follow the specific instructions in the RFQ is at the sole discretion of the Contracting Officer.

Exceptions: Offerors are not encouraged to take exceptions to this solicitation however, any exceptions taken to the specification, terms and conditions, or the solicitation in general shall be explained in detail and set forth in a cover letter. Offerors are to detail the particular clause, paragraph, and page to which they are taking exception.

This order will be awarded on a best value determination in accordance with the criteria listed under 52.212-2. The offeror shall provide enough information for the government to be able to assess the following technical capabilities:

**TECHNICAL CAPABILITIES:**

1. Offeror's responsiveness to the technical requirements.
2. Offeror's completeness and robustness of design.
3. Offeror's ability to provide required equipment types.
4. Offeror's approach to integration of existing ACS:
  - Penn Traffic Integration
  - Main DOJ Building Integration
5. Offeror's approach to comprehensive maintenance support plan to include warranty, hardware and maintenance services and ability to meet response time requirements.
6. Offeror's approach to training requirements to include operating, system management and system programmes.

**PAST PERFORMANCE**

Past performance is a measure of the degree to which an Offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix (Attachment 1), who will be able to provide information regarding the Offeror's past performance during the past three (3) years regarding: (1) customer

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satisfaction; (2) timeliness; (3) technical success; (4) program management; and (5) quality. The Offeror's reference information must be current to facilitate the evaluation process.

The Past Performance Matrix shall contain the following information:

- a) Contract Number
- b) Who was the contract with (name of agency/company)
- c) Point of contact and telephone number of the contracting officer or contracting officer's representative
- d) Dollar value of the contract
- e) Detailed description of the work performed
- f) Was work completed on time with a quality product delivered without any degradation in performance or customer satisfaction
- g) Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.

**The offeror will submit the Past Performance Questionnaire (Attachment 2) to each of the references listed on the Past Performance Matrix (Attachment 1), a minimum of three (3) is required. The Offeror should instruct the references to complete the Past Performance Questionnaire and return it directly to:**

Naval Surface Warfare Center, Indian Head Division  
101 Strauss Avenue  
Attn: Georgia Warder, Code 1143A, Bldg. 1558  
Indian Head, MD 20640-5035

Fax: (301) 744-6670 Email: [warderga@ih.navy.mil](mailto:warderga@ih.navy.mil)

**The past performance questionnaires may be faxed to Georgia Warder's attention at (301)744-6670 or e-mailed to [warderga@ih.navy.mil](mailto:warderga@ih.navy.mil)**

The Offeror's selected references must be listed on the Past Performance Matrix.

The Offeror shall explain, if any, the role that subcontractor's have played in contributing to the successes and/or failures of the Offeror and to what extent subcontractors performance has contributed to the past performance evaluation.

Offerors must either provide the above information or affirmatively state that it possesses no relevant, directly related, or similar past performance.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government.

Past performance information is one indicator of an Offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in the Offeror's performance are considered.

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52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers and are in descending order:

**1. Technical Capabilities**

- A. Responsiveness to the technical requirements of the SOW**
- B. Completeness and robustness of proposed design**
- C. Ability to provide equipment types**
- D. Approach to integration with existing ACS**
- E. Approach to a comprehensive maintenance support plan**
- F. Approach to training requirements**

**2. Past Performance**

**3. Price**

**SUB-FACTORS B AND E ARE THE MOST IMPORTANT AND ARE OF EQUAL IMPORTANCE.  
SUB-FACTORS A, C, AND F ARE NEXT MOST IMPORTANT AND ARE OF EQUAL IMPORTANCE.  
SUB-FACTOR D IS THE LEAST IMPORTANT.**

**OFFEROR CAPABILITY WILL BE EVALUATED AND GIVEN A NUMERIC SCORE.**

**Past Performance shall be evaluated based on information received from the references submitted by each offeror and/or based on the Government's own knowledge based on experience with prior or current contracts with an offeror. The assigned ratings shall be based on the following:**

Excellent - A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior, and they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded.

Good - Most sources of information state that the offeror's performance was good, deliverables are on time and meet contract requirements and they would be willing to do business with the offeror again. Complaints are few and relatively minor. Performance met expectations. Requests for cost adjustments and extensions of contract periods of performance are very infrequent. When a problem arises, the offeror reacts in a prompt, efficient, and effective manner to resolve the problem and minimize any delays.

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Average - The offeror's performances were between good and average and consideration would take part in awarding a contract to the offeror again. The contractual performance reflects a problem for which the contractor has not yet identified corrective actions.

**Poor - A significant majority of sources of information are consistently firm in stating that performance was entirely unsatisfactory and that they would not, under any circumstances, do business with the offeror again. Customer complaints are substantial or numerous and well founded. Offeror has either presented no persuasive evidence of having taken appropriate corrective actions that will guard against such conduct in the future or it appears unlikely that the corrective action will be effective. The government/company and the offeror have expended a significant amount of time, effort, and cost in resolving problems. Failure to perform consistently has resulted in terminations and failure to provide customer service.**

Neutral - Offeror has asserted that offeror does not possess any relevant directly related or similar past performance. The offeror receives no merit or demerit for this factor.

Although price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made.

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

\*\*\***(Note: This chart is only an example, DO NOT use to develop Pricing for this effort.)\*\*\***

<u>Offeror</u>	<u>Factor 1 Score*</u>	<u>Past Performance Rating</u>	<u>Cost/Price</u>
A	93	Excellent	\$68,000
B	98	Excellent	\$70,500
C	0 **	Good	\$59,500
D	92	Excellent	\$67,200
E	93	Poor	\$67,500

\* **Not to exceed 100**

\*\*\* **Offeror did not comply with RFP instructions - was not evaluated**

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror A, Offeror B (if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a high technical score would be eliminated based on the POOR Past Performance rating.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

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prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)  
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

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(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

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- ☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other-----

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;  
☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

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Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

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\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the

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Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

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(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act'' and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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-----  
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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country,

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Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any

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such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET**

**FOR SOLICITATION NUMBER N00174-02-Q-0152**

Name of offeror questionnaire is being completed for: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name of company completing questionnaire: \_\_\_\_\_

Name of the person and title completing questionnaire: \_\_\_\_\_  
 \_\_\_\_\_

Length of time your firm has been involved with the offeror: \_\_\_\_\_

Type of work performed by referenced offer: \_\_\_\_\_  
 \_\_\_\_\_

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:**

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NAVSEA INDIAN HEAD, SURFACE  
WARFARE CENTER DIVISION  
101 Strauss Avenue, Bldg 1558  
Indian Head MD 20640- 5035  
Georgia Warder, Contract Specialist,  
Code 1143A

BY: \_\_\_\_\_

**PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET**  
**SOLICITATION NUMBER: N00174-02-Q-0152**

**RATING SCALE**

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

**EVALUATION CRITERIA**

- Excellent -** The offerors performance was consistently superior.  
The contractual performance was accomplished with  
Few minor problems for which corrective action taken  
By the contractor were highly effective.
- Good -** The offerors performance was good, better than average,  
Etc., and that they would willingly do business with the  
Offeror again. The contractual performance was  
Accomplished with some minor problems for which  
Corrective actions taken by the contractor were effective.
- Neutral -** No record exists.
- Poor -** The offerors performance was entirely unsatisfactory  
And that they would not do business with the offeror  
again under any circumstances. The contractual  
performance of the element being assessed contains  
problems for which the contractor corrective actions  
appear to be or were ineffective.

**CUSTOMER SATISFACTION**

1. The referenced contractor was responsive to the

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- |  |             |
|--|-------------|
| Customers needs.   | E G N P N/A |
| 2. The contractors personnel were qualified<br>To meet the requirements. | E G N P N/A |
| 3. The contractors ability to accurately estimate<br>Costs.              | E G N P N/A |

**TIMELINESS**

- |   |             |
|---|-------------|
| 4. The contractors ability to ensure, to the extent of<br>Its responsibility, that all tasks were completed within<br>The requested time frame. | E G N P N/A |
|---|-------------|

**TECHNICAL SUCCESS**

- |   |             |
|---|-------------|
| 5. The contractor had a clear understanding of the work<br>Detailed in the SOW. | E G N P N/A |
| 6. The contractors ability to complete tasks<br>correctly the first time.       | E G N P N/A |
| 7. The contractors ability to resolve problems.                                 | E G N P N/A |

**QUALITY**

- |   |             |
|---|-------------|
| 8. The contractors quality and reliability of services delivered.   | E G N P N/A |
| 9. Quality, reliability, and maintainability of hardware delivered. | E G N P N/A |

**SMALL BUSINESS**

- |  |             |
|--|-------------|
| 10. The contractor complied with subcontracting plan goals for<br>small disadvantaged business (SDB) concerns and monetary<br>targets for SDB participation. | E G N P N/A |
|--|-------------|

**PLEASE PROVIDE SUBJECTIVE REPONSES FOR THE FOLLOWING:**

11. Would you recommend this contractor for similar government contracts? Please explain:

12. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?

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13. In summary, which of the following would you choose to describe the quality of the referenced contractors service:

- Significantly better than acceptable
- Slightly better than acceptable
- Acceptable
- Slightly less than acceptable
- Entirely unacceptable

14. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:

- Highly cooperative
- Cooperative
- Somewhat uncooperative
- Highly uncooperative

Thank you for taking the time to complete the above information.  
Interviewers Name: \_\_\_\_\_, Date

Past Performance Matrix

References	\$ Value of	Work Description	Contract	Contract	Provide
NSN 7540-01-152-8057		50336-101	OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110		

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	Contract		Complete d on Time YES / NO	Complete d at Cost YES / NO (if no % of overrun)	Explanation for NO answers

References column should include government activity/ company name, address, POC and telephone number.

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